**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

PATTERSON DENTAL SUPPLIES, INC., Plaintiff, v. MIDWAY DENTAL SUPPLY, INC., JOANN CACCIATORE, RYAN CLERY, NICHOLAS PAUL, RICHARD LANDECK, AND JAMES JOYCE, Defendants.	No.

COMPLAINT

Plaintiff Patterson Dental Supplies, Inc. ("Patterson"), by and through its undersigned counsel, files the following Complaint against Midway Dental Supply, Inc. ("Midway"), Joann Cacciatore ("Cacciatore"), Ryan Clery ("Clery"), Nicholas Paul ("Paul"), Richard Landeck ("Landeck") and James Joyce ("Joyce"), (collectively ("Defendants"). In support of its Complaint, Patterson alleges as follows:

THE NATURE OF THE CASE

1. Patterson is a distributor of dental merchandise and technology leaders for dental practices, offering a wide range of products and leading equipment, software, technology solutions and services. Patterson has multiple branches nationwide, including a branch in Chicago, Illinois. In April 2017, the Chicago branch had approximately 66 employees including salespeople, customer service representatives, service technicians, and other employees.

2. Patterson invests significant resources in training and supporting these employees, and provides them with confidential information to best serve Patterson and its customers.

Patterson also invests significant resources in helping salespeople and service technicians and specialists develop long-term relationships with its customers.

3. Patterson requires all employees read and acknowledge its Code of Ethics (Exhibit 1), which provides, among other things, that employees who have contact with and access to confidential and proprietary information concerning Patterson and its products or services must take precautions to keep such information confidential. The Code requires that confidential information shall not be stored on employee-owned electronic devices, and confidential information should never be sent to external parties not authorized to receive such information, or to Patterson employees who have no authorized business reason for such information. The Code further provides that the responsibility to keep information confidential continues even after employment with Patterson ends. Additionally, confidential information must never be discussed, released, removed from Patterson premises, copied, transmitted or in any other way used by employees for any purpose outside the scope of their Patterson employment or revealed to non-Patterson persons without the written authorization from their manager.

4. Patterson often requires employees to sign employment agreement with restrictive covenants. These covenants do not restrict employees from leaving their employment to work for a competitor. They do, however, prohibit employees from using Patterson's confidential information and recruiting Patterson employees to work for a new employer or solicit customers with whom they dealt with while employed by Patterson on behalf of a new employer.

5. Cacciatore, Clery, Paul, Landeck, and Joyce, (the "Individual Defendants") all had a fiduciary duty of loyalty to Patterson as well as a duty to protect Patterson's confidential information and trade secrets. While still Patterson employees, the Individual Defendants

recruited fellow Patterson employees to leave their employment with Patterson to work for Midway. Upon information and belief, the Individual Defendants also encouraged and induced Patterson customers to move their business to Midway while still employed by Patterson.

6. In order to aid his efforts to compete with Patterson, Paul misappropriated multiple confidential Patterson documents immediately prior to and on the day of his resignation. In particular, Paul requested a number of reports from Patterson delineating customer purchasing history and other confidential customer data at or near the time of his departure from Patterson. He then forwarded that confidential information to his personal email address on the day he resigned.

7. Midway is a Patterson competitor. Midway has traditionally not had a footprint in the Chicago area. Beginning in February 2017, Midway began soliciting Patterson employees to quit their employment with Patterson to work for Midway. Beginning on or about April 26, 2017 and continuing to this date, sixteen Patterson employees in its Chicago office have quit their employment. Midway has hired, or is in discussions regarding hiring, each of these sixteen individuals and has used Patterson employees as inside recruiters for Midway in violation of their fiduciary duties. Upon information and belief, Midway has also purchased office space near the Patterson Chicago office. Patterson confidential information is being used to solicit Patterson customers to move business from Patterson to Midway. Midway's repeated and ongoing tortious interference with Patterson's contracts and prospective business advantage and aiding and abetting of breaches of fiduciary duties forces Patterson to take legal action to protect its rights.

PARTIES, JURISDICTION, AND VENUE

8. Patterson is incorporated under the laws of the State of Minnesota with its

principal place of business in St. Paul, Minnesota.

9. Upon information and belief, Midway is a Michigan corporation, with its principal place of business in Livonia, Michigan.

10. Cacciatore was a Patterson employee from on or about June 15, 1992 until April 26, 2017. At the time Cacciatore quit her employment with Patterson, she was a Territory Salesperson. Upon information and belief, Cacciatore resides in Elmhurst, Illinois.

11. Clery was a Patterson employee from on or about July 24, 2006 until April 28, 2017. At the time Clery quit his employment with Patterson, he was CEREC Specialist. Upon information and belief, Clery resides in Chicago, Illinois.

12. Clery executed an Employment Agreement with Patterson, attached hereto as Exhibit 2.

13. Paul was a Patterson employee from on or about May 12, 2003 until April 26, 2017. At the time Paul quit his employment with Patterson, he was a Territory Salesperson. Upon information and belief, Paul resides in Wheaton, Illinois.

14. Landeck was a Patterson employee from on or about November 1, 1987 until April 26, 2017. At the time Landeck quit his employment with Patterson, he was a Territory Salesperson. Upon information and belief, Landeck resides in Wheaton, Illinois.

15. Joyce was a Patterson employee from on or about November 22, 2004 until April 28, 2017. At the time Joyce quit his employment with Patterson, he was a Territory Salesperson. Upon information and belief, Joyce resides in LaGrange, Illinois.

16. This Court has federal question jurisdiction in this case pursuant to 28 U.S.C. § 1331 because Patterson asserts claims under a federal statute, the Defend Trade Secrets Act, 18 U.S.C. § 1836(b).

17. This Court has jurisdiction pursuant to 28 U.S.C. § 1332(a)(1) because the parties are citizens of different states and the matter in controversy exceeds $75,000 exclusive of interests and costs. The amount in controversy exceeds $75,000 because, among other reasons, the dollar value of the business to Patterson from the Patterson customers the Individual Defendants served exceeds $75,000, the value of the protected trade secrets exceeds $75,000.

18. This Court also has supplemental jurisdiction over Patterson's claims under state law pursuant to 28 U.S.C. § 1367.

19. Venue is proper in this Court under 28 U.S.C. § 1391 because a substantial part of the events giving rise to Patterson's claims occurred in this judicial district.

FACTS

Background

20. Patterson provides its employees with confidential information and trade secret information including confidential rate information, customer lists and preferences, order history, and contact information.

21. As Territory Salespeople, Cacciatore, Paul, Landeck, and Joyce had access to customer information, pricing, and preferences. This information was provided to them by Patterson, and they have used this information to the benefit of Patterson. They also receive the benefit of those customers' good will toward Patterson and trade upon that good will.

22. Territory Salespeople rely on the skill and expertise of Customer Service Representatives, CEREC Specialists, Sales Representatives, and Service Technicians to provide the necessary services to the Patterson customers to whom they sell devices and services. Without skilled and competent CEREC Specialists, Customer Service Representatives, Sales Representatives, and Service Technicians, there would be no one to service the products sold by

the Territory Salespeople. In other words, the products sold by Territory Salespeople are less valuable if not for the work provided by these CEREC Specialists, Customer Service Representatives, Sales Representatives, and Service Technicians.

23. CEREC Specialists, Customer Service Representatives, Sales Representatives, and Service Technicians also have access to confidential information and, through their direct contact with Patterson customers, the good will of those Patterson customers.

24. Patterson has a legitimate interest in maximizing the stability of its workforce for reasons including obtaining the value of the cost of training and developing a highly skilled group of employees. Indeed, because of the collaborative nature of the relationship between Salespeople, CEREC Specialists, Customer Service Representatives, Sales Representatives, and Service Technicians, there is a unique advantage to any one of these employees recruiting a fellow employee to work for a competitor.

25. The confidential nature of the information provided to the Individual Defendants cannot be disputed. Customer information and data is kept on secure servers and is password protected. Employees acknowledge their obligations concerning confidential information when accepting the Code of Ethics.

26. While employed by Patterson, the Individual Defendants utilized the confidential and trade secret information described above by identifying Patterson's current and prospective customers, interfacing with them, and selling and servicing various Patterson products. The Individuals Defendants would not have been able to perform this work on behalf of Patterson without this information and they would not have gained access to this information but for their employment with Patterson.

27. Clery, by signing his Employment Agreements and the Individual Defendants, by

acknowledging the Code of Ethics, acknowledged the confidential and trade secret nature of the information described above and agreed not to misappropriate this information in any way.

Cacciatore's Actions

28. Cacciatore was a Patterson employee for almost 25 years.

29. Prior to her leaving the Company, she had multiple conversations with other Patterson employees, including Michael Wharff and Angelina Endressen, attempting to induce them to leave their employment with Patterson and work for Midway. She also set up at least one interview for a Patterson employee with Midway President Steven Kizey ("Kizey") while Cacciatore and the employee were current Patterson employees. Upon information and belief, Cacciatore engaged in similar behavior with other Patterson employees while still employed by the Company.

30. On the day of her departure from Patterson, Cacciatore sold unusually large quantities of Patterson products to a Patterson customer at, or near, cost, so that the customer would not continue its business with Patterson and could easily transfer their business to Midway. Upon information and belief, Cacciatore engaged in similar behavior with other Patterson customers.

Clery's Actions

31. Cleary was a Patterson employee for over ten years.

32. Prior to Clery leaving the Company, he had multiple conversations with Ms. Endressen attempting to induce her to leave her employment with Patterson and work for Midway. Clery facilitated an interview between Ms. Endressen and Kizey while still a Patterson employee. Upon information and belief, Clery engaged in similar behavior with other Patterson employees while still employed by the Company.

33. Clery has directed one former Patterson customer, Dr. Sarita Woodson, to pursue an office remodel with Midway. A true and correct copy of that email is attached to the Complaint as Exhibit 3. Prior to Clery leaving his employment with Patterson, Dr. Woodson was in discussions with Patterson regarding this office remodel.

34. Clery, with the assistance of Rachel Vanderwarker, another former Patterson employee, has prepared an information sheet that he could send to his Patterson customers, or print off and take into customer offices, explaining to those customers exactly how to obtain their Patterson history of orders. This will allow Clery to solicit those customers in violation of his employment agreement. Upon information and belief, Clery has been soliciting or servicing Patterson customers whom he had contact while still a Patterson employee.

Paul's Actions

35. Paul was a Patterson employee for approximately 14 years.

36. On April 4, 2017, Paul requested a copy of his Customer Advantage Report via his Patterson email address, which contained sales information for purchases for all customers in Paul's territory over the last year. Paul then forwarded that report from his Patterson email address to his personal email address. Upon information and belief, Paul is using this information to have Midway match loyalty benefits for these customers and wrongfully compete with Patterson.

37. On the morning of April 26, 2017, Paul requested a daily sales report via his Patterson email address with sales and customer information for Patterson customers in Paul's territory. Paul then forwarded that report from his Patterson email address to his personal email address. Upon information and belief, Paul is using this information for pricing strategy and to wrongfully compete with Patterson on behalf of Midway.

38. On the morning of April 26, 2017, Paul forwarded a number of spreadsheets containing Patterson customer information from his Patterson email account to his personal email account. Upon information and belief, Paul is using this information for pricing strategy to wrongfully compete with Patterson on behalf of Midway.

39. Prior to leaving his employment with Patterson, Paul took screenshots of customer Advantage information. Patterson's Advantage program awards loyalty dollars for use on future purchases based on past purchases. Paul then encouraged a Patterson customer, Dr. Grace Lee, to use the specific amount of customer Advantage dollars to pay for past purchases of Patterson products instead of applying those dollars to future purchases as intended.

40. Prior to leaving his employment with Patterson, Paul stopped pursuing customer business on behalf of Patterson for customers that were negotiating imminent purchases. After beginning his employment with Midway, Paul has resumed those discussions with those Patterson customers on behalf of Midway thereby appropriating those opportunities for Midway.

41. Paul submitted his resignation from Patterson on the afternoon of April 26, 2017. Shortly thereafter, he began his employment with Midway.

42. Upon his departure from Patterson, Patterson reminded Paul of his duty to return all Patterson confidential information. While Paul has returned some Patterson information, he has failed to return the information noted in Paragraphs 36-39.

Actions of Landeck

43. Landeck was a Patterson employee for approximately 30 years.

44. Prior to leaving his employment with Patterson on April 26, 2017, Landeck had knowledge of at least one order of a Patterson customer, Silc Periodontics. Silc purchased items on April 25, 2017.

45. Based on the knowledge about Silc purchase that he received solely as a result of being a Patterson employee, Landeck diverted the order from Patterson to be filled by Midway. Landeck used the Patterson order numbers to fill these orders. A true and correct copy of the email outlining these actions is attached as Exhibit 4 to the Complaint.

Actions of Joyce

46. Joyce was a Patterson employee for approximately twelve years.

47. Prior to Joyce leaving the Company, he had conversations with Mr. Wharff and Ms. Endressen attempting to induce them to leave their employment with Patterson and work for Midway. Joyce further facilitated a conversation between Ms. Endressen and Kizey about Ms. Endressen working for Midway while Joyce was still employed by Patterson. Upon information and belief, Joyce engaged in similar behavior with other Patterson employees while still employed by the Company.

Actions of Midway

48. Each and every breach of the Individual Defendants' duties of loyalty and the breach of Clery's Employment Agreement was committed not only for their own benefit but for the benefit of Midway.

49. Further, Midway permitted and encouraged these breaches.

50. Indeed, these violations are indicative of a concerted effort on the part of Midway to target Patterson employees and induce them to violate their duties of loyalty and/or Employment Agreements.

51. In addition to the conduct discussed above, Midway has recruited a dozen former Patterson employees in the Chicago office to leave their employment with Patterson and has done so by utilizing current Patterson employees to recruit on its behalf. Upon information and

belief, Midway has induced other Patterson employees to breach their duty of loyalty and employment agreements.

52. These breaches were undertaken on behalf of Midway and with Midway's knowledge and approval.

53. Midway has profited and will continue to profit from these breaches as it receives revenue from the sales and services provided by these former Patterson employees.

54. Patterson believes that unless enjoined by the Court, Defendants will continue the unlawful conduct noted herein resulting in lost customer relationships, confidential and trade secret information, and good will.

55. Patterson seeks compensatory and punitive damages Defendants for the breaches that have occurred to date.

56. Enforcement of the lawful obligations owed by Defendants to Patterson is appropriate to protect Patterson's legitimate business interests, employment relationships, customer relationships, goodwill, and confidential and trade secret information.

COUNT I
(Breach of the Duty of Loyalty – Cacciatore)

57. Patterson incorporates Paragraphs 1 through 56 herein by reference.

58. Cacciatore owed a fiduciary duty to Patterson. This included, without limitation, refraining from in any way encouraging or assisting other Patterson employees from leaving Patterson to join a competitor.

59. Cacciatore breached her fiduciary duty by recruiting other Patterson employees to leave their employment with Patterson and join her at Midway while she was still a Patterson employee.

60. Cacciatore's breaches of her fiduciary duty caused damages to Patterson.

COUNT II
(Breach of the Duty of Loyalty – Clery)

61. Patterson incorporates Paragraphs 1 through 60 herein by reference.

62. Clery owed a fiduciary duty to Patterson. This included, without limitation, refraining from in any way encouraging or assisting other Patterson employees from leaving Patterson to join a competitor.

63. Clery breached his fiduciary duty by recruiting other Patterson employees to leave their employment with Patterson and join him at Midway while he was still a Patterson employee.

64. Clery's breaches of his fiduciary duty caused damages to Patterson.

COUNT III
(Breach of the Duty of Loyalty – Paul)

65. Patterson incorporates Paragraphs 1 through 64 herein by reference.

66. Paul owed a fiduciary duty to Patterson. This included, without limitation, refraining from in any way encouraging or assisting other Patterson employees from leaving Patterson to join a competitor and using his best efforts to close sales with Patterson customers while he was still a Patterson employee.

67. Paul breached his fiduciary duty by recruiting other Patterson employees to leave their employment with Patterson and join him at Midway and failed to use his best efforts to close sales with Patterson customers while he was still a Patterson employee so that he could sell those products to the customers for the benefit of Midway.

68. Paul's breaches of his fiduciary duty caused damages to Patterson.

COUNT IV
(Breach of Contract – Clery)

69. Patterson incorporates Paragraphs 1 through 68 herein by reference.

70. Patterson offered Clery the Employment Agreement attached as Exhibit 2, and Clery accepted that agreement.

71. Clery received adequate consideration for his Employment Agreement.

72. Patterson performed all of its obligations under Clery's Employment Agreement.

73. The restrictive covenants contained in Clery's Employment Agreement are reasonable in time, geographic, and activity scope.

74. Clery has solicited Patterson employees to work for Midway and Patterson customers on behalf of Midway in violation of his Employment Agreement.

75. Clery's breach has endangered Paterson and exposes Patterson to immediate and irreparable harm for which there is no adequate remedy at law.

76. Patterson suffered monetary damages as a result of Clery's breach of his Employment Agreement.

COUNT V
(Breach of the Duty of Loyalty – Landeck)

77. Patterson incorporates Paragraphs 1 through 76 herein by reference.

78. Landeck owed a fiduciary duty to Patterson. This included, without limitation, refraining from using knowledge about a pending customer purchase as a basis of diverting that purchase from Patterson to Midway.

79. Landeck breached his fiduciary duty by diverting order that had previously been placed with Patterson to Midway while still a Patterson employee.

80. Landeck's breaches of his fiduciary duty caused damages to Patterson

COUNT VI
(Breach of the Duty of Loyalty – Joyce)

81. Patterson incorporates Paragraphs 1 through 80 herein by reference.

82. Joyce owed a fiduciary duty to Patterson. This included, without limitation, refraining from in any way encouraging or soliciting Patterson employees from leaving their employment with Patterson while still a Patterson employee.

83. Joyce breached his fiduciary duty by encouraging or soliciting Patterson employees from leaving their employment with Patterson while he was still a Patterson employee.

COUNT VII
(Violation of the Defendant Trade Secrets Act – Paul and Midway)

84. Patterson incorporates Paragraphs 1 through 83 herein by reference.

85. As alleged above, Paul took confidential and proprietary information from Patterson, including information relating to Patterson's customer information, pricing, and customer lists. This information is of substantial economic value, both to Patterson and to competitors who might wish to use it to compete against Patterson, such as Paul's new employer, Midway.

86. The information taken by Paul is maintained secretly. This information is not disclosed to the public, and is neither publicly known nor publicly available. The only reason the Individual Defendants were given access to such information was pursuant to their employment with Patterson.

87. The information taken by Paul involves interstate commerce in that it concerns customers and potential customers located outside of the state of Illinois as well as services to be provided outside the state of Illinois.

88. The information taken by Paul without Patterson's authorization constitutes trade secrets under the Defend Trade Secrets Act, 18 U.S.C. §1836(b).

89. Paul misappropriated these trade secrets by taking them through improper means and by obtaining them in breach of the confidence reposed in them by Patterson.

90. Paul misappropriated Patterson's trade secrets during their employment by Midway, and while Paul was acting as an agent of Midway, making Midway equally liable.

91. Furthermore, Midway misappropriated the trade secrets by learning of them from Paul, whom Midway knew had misappropriated them.

92. Paul's and Midway's misappropriation of these trade secrets was done maliciously and in bad faith.

93. As a result of Paul's and Midway's actions, Patterson suffered, and continues to suffer irreparable harm for which there is no adequate remedy at law.

COUNT VIII
(Misappropriation of Trade Secrets – Paul and Midway)

94. Patterson incorporates Paragraphs 1 through 93 herein by reference.

95. Patterson has confidential and proprietary information that constitutes a trade secret under the Illinois Trade Secrets Act. Such information derives independent value from not being generally known to Patterson's competitors. Further, such information is not readily ascertainable by proper means by Patterson's competitors.

96. Patterson undertook reasonable efforts and instituted reasonable precautions to protect the confidentiality of its proprietary, confidential and trade secret information.

97. Paul has misappropriated Patterson's trade secrets in violation of Illinois law.

98. Paul is using those trade secrets to benefit Midway.

99. Paul's and Midway's misappropriation has endangered Patterson and exposes Patterson to immediate and irreparable harm for which there is no adequate remedy at law.

100. Paul's and Midway's misappropriation has also caused and will continue to cause

Patterson to suffer monetary damages and legal costs to be determined at trial.

COUNT IX
(Tortious Interference with Contract – Midway)

101. Patterson incorporates Paragraphs 1 through 100 herein by reference.

102. Patterson is a party with a valid contract with Clery.

103. Midway had knowledge of the restrictive covenants in Clery's Employment Agreement from times preceding the first breach of that agreement through the present.

104. Midway has permitted and/or encouraged the breaches of those restrictive covenants by Clery, and has induced such breaches.

105. Midway has induced those breaches with malicious intent.

106. Patterson has suffered actual damages as a result of those breaches.

107. Patterson has suffered and will continue to suffer irreparable harm as a direct result of Midway's tortious interference.

COUNT X
(Tortious Interference with Prospective Business Advantage – all Defendants)

108. Patterson incorporates Paragraphs 1 through 107 herein by reference.

109. Patterson has or had protectable interests with its employees and customers improperly induced.

110. Patterson would have had greater prospective business advantage with those employees and customers absent the improper interference.

111. Defendants had knowledge of these prospective business relationships from times preceding the first breaches identified above through the present.

112. Defendants have permitted or encouraged these breaches and induced such breaches thereby interfering with Patterson's prospective business advantage.

113. Midway induced these breaches with malicious intent.

114. Patterson has suffered actual damages as a result of these breaches.

115. Patterson has suffered and continues to suffer irreparable harm as a result of Defendants' tortious interference with its prospective business advantage.

116. If Defendants are not enjoined, they will further interfere with Patterson's prospective business advantage.

117. Punitive damages are warranted given the malicious nature of Defendants' conduct.

COUNT XI
(Aiding and Abetting Breach of Fiduciary Duty – Midway)

118. Patterson incorporates Paragraphs 1 through 117 herein by reference.

119. The Individual Defendants owed Patterson a fiduciary duty of loyalty.

120. That fiduciary duty included, but was not limited to, refraining from in any way encouraging or assisting other Patterson employees to leave Patterson and join a competitor.

121. Cacciatore's employment ended on April 26, 2017, and she became a Midway employee shortly thereafter.

122. Clery's employment ended on April 28, 2017, and he became a Midway employee shortly thereafter.

123. Paul's employment ended on April 26, 2017, and he became a Midway employee shortly thereafter.

124. Landeck's employment ended on April 26, 2017, and he became a Midway employee shortly thereafter.

125. Joyce's employment ended on April 28, 2017, and he became a Midway employee shortly thereafter.

126. While still Patterson employees, the Cacciatore, Clery, Paul, and Joyce recruited Patterson employees to leave their employment with Patterson and work for Midway.

127. Upon information and belief, while still a Patterson employee, Landeck and Clery have encouraged Patterson customers to move their business to Midway.

128. Midway has encouraged these breaches by providing incentives for the Individual Defendants to breach their duties of loyalty.

129. Midway has profited from these breaches as it receives profits from the customers and services provided by these former Patterson employees.

130. This conduct has caused damages to Patterson.

131. Midway has knowingly and substantially assisted these violations, and has been aware of its role in this process during the time of these violations.

COUNT XII
(Unjust Enrichment – Midway)

132. Patterson incorporates Paragraphs 1 through 131 herein by reference.

133. Midway obtained a benefit, namely increased profits, through its unlawful conduct as alleged above.

134. Midway has unjustly retained that benefit, to Patterson's detriment.

135. Midway's actions are in violation of the fundamental principles of justice, equity, and good conscience.

JURY TRIAL REQUESTED

Now, WHEREFORE, Patterson prays for the following relief:

1. Injunctive relief against Clery enjoining him from further violations of the terms of his Employment Agreement with Patterson;

2. Injunctive relief against Paul and Midway enjoining them from using or

disclosing Patterson's trade secrets;

3. Injunctive relief against all Defendants enjoining them from further interference with Patterson's contracts with its employees;

4. Injunctive relief against all Defendants enjoining them from further solicitation of Patterson employees;

5. Injunctive relief against all Defendants enjoining them from further tortious interference with Patterson's prospective business advantage;

6. Injunctive relief against Paul and Midway requiring them to return all Patterson confidential information;

7. Injunctive relief against all Defendants requiring an inspection of their electronic devices and Midway's server for Patterson confidential information;

8. Judgment against all Defendants for compensatory damages and other appropriate monetary relief in excess of $75,000;

9. Judgment against all Defendants for punitive damages in an amount to be determined at trial;

10. Judgment against all Defendants awarding Patterson its costs, expenses, disbursements, and reasonable attorneys' fees incurred in connection with this action;

11. An accounting for and payment of any profits, compensation, commission, bonus, salary, gratuity, or other gain received, directly or indirectly, by Defendants as a result of their unlawful conduct; and

12. Such other relief as the Court deems just, proper, and equitable.

Respectfully submitted,

/s/James M. Witz
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